

## Smith Economics Group, Ltd.

A Division of Corporate Financial Group

*Economics / Finance / Litigation Support*

PLEASE SIGN BOTH COPIES AND RETURN ONE

*Stan V. Smith, Ph.D.  
President*

June 4, 2010

Mr. Krishnan Chittur  
Chittur & Associates  
286 Madison Ave., Suite 1100  
New York, NY 10017

Re: ENGAGEMENT LETTER Case Name: Serin

Dear Mr. Chittur:

This will confirm our agreement to provide economic, financial, and consulting services by the undersigned, and others where necessary, to your firm in connection with the above matter.

The attached statement of our Standards and Creed affirm that you must be satisfied with the quality of our services, or you do not owe a fee. Our rates and terms are specified in the Service and Billing Policy statements. By your signed acceptance of this letter agreement, you and we agree to accept these terms in this engagement. We represent attorneys in these matters and look to them solely for payment; we do not involve ourselves in their business relationship with their clients.

This agreement shall become binding upon receipt of a signed copy hereof and your retainer remittance in the amount of \$1,250 payable to our firm at which time we can commence to render our services.

This retainer is an advance credit to future billings and may be less than the initial loss evaluation fee. Loss evaluation fees and testimony fees are discussed on the Billing Policy statement attached.

We recognize the unpredictable nature of court schedules and we commit to make every effort to accommodate your timetable.

Very truly yours,



Stan V. Smith, Ph.D.  
President

Accepted and agreed to on and as of this date: July 6, 2010  
CHITTUR & ASSOCIATES

By: 

PLEASE: KEEP THE FOLLOWING PAGES ATTACHED

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## Smith Economics Group, Ltd.

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*Stan V. Smith, Ph.D.  
President*

### **OUR STANDARDS AND OUR CREED**

**PURPOSE:** We promise to deliver top-notch economic and financial analysis, testimony, problem solving and creativity.

**QUALITY:** We will provide only Premier Quality services. When and only when Premier Quality services have been rendered, we will charge a fair fee for what we have provided. You must be satisfied with the quality of our services (independent of the outcome of your case) or you do not owe a fee.

**HONOR:** As a corporate citizen, we will act in the community with the highest moral principles that we expect others to follow.

**SUCCESS:** We know that your success and our success depend entirely upon our integrity.

**CLIENTS:** We will treat each client as if our entire firm depends upon that client's highest degree of satisfaction with our services.

**VENDORS:** We will treat each vendor with respect.

**STAFF:** We recognize each staff member as a business partner in spirit. Our firm's success in great part depends upon each member's satisfaction with his or her job.

**SELF:** We recognize that our work is a part of our life and each of us takes responsibility to take care of our whole life, at work and elsewhere.

**SUMMARY OF SELECTED TERMS AND CONDITIONS - 2010**

1. We commit to provide you our services on the most efficient and predictable basis possible.
2. We commonly charge a flat fee for most analysis: tangible or intangible loss evaluations and the accompanying services are charged at a set fee of \$3,165. Combined analyses are \$3,965. Fees for complex and commercial litigation cases can range substantially higher. For reports due within 10 business days of receipt of case materials, a 10% rush fee will be charged; for reports due within 5 business days of receipt of case materials, a 15% rush fee will be charged.
3. There are no further charges, except for hourly rates deposition or trial testimony, and certain work as detailed under "Hourly Rates".
4. Deposition and trial testimony rates are typically \$315 per hour with no minimum. Complex and commercial litigation rates can range to \$450 an hour.
5. Travel expenses are incurred at the most economical, yet refundable rates.
6. The deposit/retainer on most matters is \$1,250 and is refundable, if work has not commenced, less an expert witness reservation fee of \$625. Complex and commercial litigation matters may involve a more substantial retainer.
7. You must be satisfied with the quality of our services (independent of the outcome of your case) or you do not owe a fee.

**Please Read our Complete Service and Billing Policy Attached**

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## **COMPLETE SERVICE AND BILLING POLICY - 2010**

**REPRESENTATION:** Smith Economics Group, Ltd. (SEG), through its principal consultant, Stan V. Smith, and its employees and associated consultants, represents and provides consultation to attorneys to resolve matters involving economics and finance. Attorneys are our clients. We look solely to them for retention, the extent and duration of involvement and payment. Each matter involves separate engagement, accounting, and billing.

We commit to provide you our services on the most efficient and predictable basis possible so that you can control your costs. Knowing costs in advance can assist you in expense planning and in your agreement with your clients. We are pleased to work within your time and budget limitations.

**SERVICES:** SEG provides consultation and related research, evaluations and testimony on various financial and economic matters. We are able to provide appraisals with regard to both economic value and loss. We will participate to the extent counsel determines in the preparation of evaluations, pre-trial evaluations and consultation; expert testimony for arbitration and mediation proceedings; trials and other related proceedings in advanced stages; and appeal reviews. Through associated experts in other specialties, we cover a broad diversity of business and events in commercial and personal injury litigation.

**QUALITY:** You must be satisfied with the quality of our services (independent of the outcome of your case) or you do not owe a fee.

**ENGAGEMENT:** We serve law firms under a written agreement on matters specifically designated. Engagements and work product with regard to a specified issue may not be transferred to another similar or related matter, whether or not involving the same client of the law firm, without our prior consent.

**EVALUATION FEES:** We charge a flat fee for most analysis, which includes time expended in preliminary interview, data gathering, analysis, loss evaluation preparation and review. The fixed charges for these services, including the evaluation, reflect an approximate equivalent hourly billing rate for the services. Unless mutually agreed upon in advance, there are no further charges, except for deposition or trial testimony, and certain additional work you ask us to perform as detailed under "Hourly Rates" below.

Loss evaluations and the services described above are provided for each business unit or person involved in a matter. Generally, services and evaluations for all tangible losses such as lost earnings and benefits, medical costs, etc., are \$3,165; loss evaluations and services for all intangible (so-called hedonic) losses in injury or death, including loss of society and companionship are \$3,165. Evaluations reflecting both tangible and intangible losses in combination are \$3,965.

We charge the same rates whether working for the plaintiff or defense. While rare, if complexity arising in estimating losses involves any additional cost, you will be notified in advance. For reports due within 10 business days of receipt of case materials, a 10% rush fee will be charged; for reports due within 5 business days of receipt of case materials, a 15% rush fee will be charged.

**HOURLY RATES:** In most matters, including injury cases, charges by Stan V. Smith for deposition and trial testimony are \$315 per hour with no minimum. Fees for commercial litigation and other such complex matters are charged on an hourly basis which can range up to \$450 per hour. Evaluation updates or requested supplements, review of work by other economists, analysis, travel, and most other work are billed on an hourly basis. Generally, one hour will be billed for in-house preparation conducted within several days prior to a deposition or a trial appearance. In complex cases, more than one hour of preparation may be required. If extensive travel time, when added to work time, causes the billable hours in any day to exceed a maximum of 8 hours, no additional hours are charged.

The "EVALUATION FEES" described above are fixed. Hourly charges are billed conservatively in six-minute increments (one-tenth of an hour).

There shall be no charges for personnel other than Stan V. Smith unless mutually agreed to in advance. Since engagements frequently involve matters that extend over many months or years, we reserve the right to update your fee schedule to reflect new rates then charged to those entering into new engagements.

We agree to expend time in connection with efforts on your behalf in the most efficient manner possible.

**DEPOSIT/RETAINERS:** Our engagement becomes effective upon receipt of a deposit/retainer and an executed letter agreement, which then enables you to name Stan V. Smith as an expert in the matter. The retainer serves as an advance credit to subsequent billings. The deposit/retainer for most matters is \$1,250 and is refundable, if work has not commenced, less an expert witness fee for listing Stan V. Smith in the amount of \$625. Stan V. Smith may be listed prior to retention on a

matter for an expert witness listing fee of \$625, which is not refundable, but which will be credited towards future work when retained. Complex cases may require a more substantial retainer.

**EXPENSES:** Out-of-pocket expenses such as airfares, lodging and taxicabs while traveling under your instructions, as well as air couriers, local messengers and the like are billed at cost. These expenses are incurred at the most economical, yet refundable rates. We do not charge for normal administrative or secretarial services.

**ESTIMATES:** We will be pleased to provide written or oral estimates on specific matters. Costs, of course, range depending on many variables, including the quality of data input from counsel and other complexities.

**BILLING:** Payment shall be due within thirty days of the invoice date unless otherwise arranged.

**REVIEW:** Upon review of each billing matter, we may conclude, at our own discretion and after taking all factors into consideration, that a reduction in charges is fair and appropriate for the service rendered.

**PERSONNEL:** Where required, but only with your consent, we will commit to provide services of other designated individuals in our firm. Rates for other personnel range to as low as \$50 per hour for professionals of lesser rank. In other areas of expertise, we can work with your firm to interview and select additional consultants and experts on your behalf. Those so retained may work in association with our firm.

**CONTINGENCY BILLINGS:** We firmly adhere to provisions of the Supreme Court of Illinois Rules of Professional Responsibility. Rule 3.3 (a) (15) thereof states:

"Evidence-Witnesses ...(c) a lawyer shall not pay...compensation to a witness upon the content of his testimony or the outcome of the case."

Further, our fees are not contingent upon any rulings regarding the admissibility of testimony.

**YOUR FIRM IS OUR CLIENT, WE LOOK SOLELY TO YOU FOR PAYMENT IN**

**FULL ON A TIMELY BASIS IRRESPECTIVE OF THE RECEIPT OF FUNDS  
FROM YOUR CLIENTS OR THE OUTCOME OF THE CASE.**

**LATE CHARGES:** We expect payment in full within thirty days of our statement date. We can accommodate reasonable delays or alternatives upon request which better meet your cash flow requirements when advised in advance. To be fair to those who pay promptly, SEG reserves the right (generally not exercised) to accrue and charge interest at the rate of 1.5% per month commencing thirty days after the statement date, and to assess a one-time account reinstatement fee equal to the greater of 5% of the amount outstanding or \$50, after ninety days following the statement date.

**CANCELLATION:** If a scheduled appearance is cancelled with less than two full business days' notice, we reserve the right to bill two hours for reservation and preparation time. If a scheduled deposition is cancelled two times with more than two full business days' notice each time, no reservation or preparation charges apply; however, we reserve the right to require a two-hour non-refundable deposit to reschedule the deposition for a third time.

**TERMINATION:** SEG shall suspend or cease to perform further work on any given matter at your request. SEG reserves the right to bring work to a completed stage and terminate, or to terminate for cause at any time, work in its client's behalf.

12/30/2009